

# COMBINED DECLARATION AND POWER OF ATTORNEY FOR UTILITY PATENT APPLICATION

As a below-named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name;

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

## TRANSFER OF DATA IN A TELECOMMUNICATIONS SYSTEM

the specification of which

  X   is attached hereto.  
       was filed on \_\_\_\_\_ as Application No. \_\_\_\_\_  
       and was amended on \_\_\_\_\_.  
(if applicable)

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56(a) which states in relevant part: "Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section....The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§ 1.97(b)-(d) and 1.98."

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate as indicated below and have also identified below any foreign application for patent or inventor's certificate on this invention having a filing date before that of the application on which priority is claimed:

### Prior Foreign Application(s)

Priority Claimed

<u>0023688.5</u>	<u>United Kingdom</u>	<u>27 Sept 2000</u>	<u>X</u>	
(Number)	(Country)	(DayMonthYear Filed)	Yes	No
<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
(Number)	(Country)	(Day/Month/Year Filed)	Yes	No

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s), and under §119(e) of any United States provisional application(s), listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States

Atty Docket: ASPN

Client Ref: B75108-US

application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulation, §1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

_____ (Application Serial No.)	_____ (Filing Date)	_____ (Patented, Pending, Abandoned)
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_____ (Application Serial No.)	_____ (Filing Date)	_____ (Patented, Pending, Abandoned)
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I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith, and to file, prosecute and to transact all business in connection with international applications directed to said invention:

Mark A. Haynes	-	Reg. No. 30,846
Ernest J. Beffel, Jr.	-	Reg. No. 43,489
James F. Hann	-	Reg. No. 29,719

Address all correspondence to:

**CUSTOMER NO. 22470**

Mark A. Haynes, Esq.  
Haynes & Beffel, LLP  
P.O. Box 366  
Half Moon Bay, CA 94019

Direct all telephone calls to Mark A. Haynes at (650) 712-0340.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, §1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of **first** joint  
inventor, if any:

Martin Lysejko

Inventor's signature:

Mark Lysejko

Date:

23rd July 2001

Citizenship:

United Kingdom

Residence:

61 Cedar Close, Bagshot, Surrey, GU19 5AB, United Kingdom

Post Office Address:

same as above

Atty Docket: ASPN  
Client Ref: B75108-US

Full name of **second** joint  
inventor, if any:

Jeremy Laurence Cohen

Inventor's signature:

*Jeremy*

Date:

23 JULY 2001

Citizenship:

United Kingdom

Residence:

153 Edgwarebury Lane, Edgware, Middlesex, HA8 8ND, United  
Kingdom

Post Office Address:

same as above

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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of: )  
 ) Group Art Unit:  
MARTIN LYSEJKO et al. )  
 )  
Application No. ) Examiner:  
 )  
Filed: )  
 )  
For: **TRANSFER OF DATA IN A** )  
 **TELECOMMUNICATIONS SYSTEM** )  
\_\_\_\_\_ )

**POWER OF ATTORNEY BY ASSIGNEE TO EXCLUSION OF INVENTOR**  
**UNDER 37 C.F.R. § 3.71 WITH REVOCATION OF PRIOR POWERS**

Commissioner of Patents  
Washington, D.C. 20231  
Sir:

The undersigned ASSIGNEE of the entire interest in the above-identified application for letters patent hereby appoints:

Mark A. Haynes - Reg. No. 30,846  
Ernest J. Beffel, Jr. - Reg. No. 43,489  
James F. Hann - Reg. No. 29,719

to prosecute this application and transact all business in the United States Patent and Trademark Office in connection therewith and hereby revokes all prior powers of attorney; said appointment to be to the exclusion of the inventors and the inventors' attorneys in accordance with the provisions of 37 C.F.R. § 3.71.

The following evidentiary documents establish a chain of title from the original owner to the Assignee:

X a copy of an Assignment attached hereto, which Assignment has been (or is herewith) forwarded to the Patent and Trademark Office for recording; or

\_\_\_ the Assignment recorded on \_\_\_\_\_ at reel \_\_\_\_\_, frames \_\_\_\_\_.

Pursuant to 37 C.F.R. § 3.73(b) the undersigned Assignee hereby states that evidentiary documents have been reviewed and hereby certifies that, to the best of ASSIGNEE's knowledge and belief, title is in the identified ASSIGNEE.

Application No.

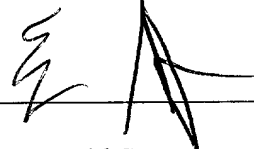
Direct all telephone calls to Mark A. Haynes, Esq., at (650) 712-0340.

Address all correspondence to:

**Customer Number 22470**

Mark A. Haynes, Esq.  
Haynes & Beffel LLP  
P.O. Box 366  
Half Moon Bay, CA 94019  
(650) 712-0340 Telephone  
(650) 712-0263 Facsimile

ASSIGNEE: AIRSPAN NETWORKS, INC.

Signature:   
Name: Eric Donald Stonestrom  
Title: President and CEO  
Date: 30-7-01

ACKNOWLEDGEMENT by an Employee of the Right to apply for a Patent and AN ASSIGNMENT made on **26 September 2000 BETWEEN**

**Martin LYSEJKO**, of British nationality, of 61 Cedar Close, Bagshot, Surrey, GU19 5AB, United Kingdom (hereinafter referred to as "Inventor") of the first part;

**Jeremy Laurence COHEN**, of British Nationality, of 153 Edgwarebury Lane, Edgware, Middlesex, HA8 8ND, United Kingdom (hereinafter referred to as "Inventor") of the second part;

**AIRSPAN COMMUNICATIONS LIMITED**, a UNITED KINGDOM company, having a place of business at Cambridge House, Oxford Road, Uxbridge, Middlesex UB8 1UN, UNITED KINGDOM (hereinafter referred to as "Employer Company") of the third part; AND

**AIRSPAN NETWORKS INC.**, a Corporation of the State of Washington, United States of America, having a place of business at PTSGE Corp, 701 Fifth Avenue, Suite 5000, Seattle, Washington 98104, UNITED STATES OF AMERICA (hereinafter referred to as "Parent Company") of the fourth part.

WHEREAS :-

- (A) Each undersigned Inventor claims jointly with the other undersigned Inventor(s) to have made the Invention described in the Schedule (hereinafter referred to as "the Invention") jointly with the other inventor(s) identified in the Schedule below;
- (B) The Invention has been made by the undersigned Inventors during the period of their employment with the Employer Company and in the course of their normal duties with the Employer Company and by virtue of the terms of their employment with the Employer Company and of the provisions of the UK Patents Act 1977 the Invention is to be taken as between the Employer Company and the undersigned Inventors to belong to the Employer Company;
- (C) The Employer Company agrees to assign the Invention and the right to apply for a patent or patents relating to the said Invention to the Parent Company together with all rights title and beneficial interest in and arising therefrom.

NOW THIS AGREEMENT WITNESSES as follows:-

1. Each undersigned Inventor HEREBY ACKNOWLEDGES that the Invention and all rights therein including the right to apply for a patent or patents relating to the Invention belong to the Employer Company, and pursuant thereto HEREBY ASSIGNS TO AND CONFIRMS the vesting in the Employer Company of:
  - (a) the whole of the property in the Invention throughout the world and any protection obtained at any time therefor and all rights title and interest which the undersigned Inventor may have or have been entitled to therein including all rights to bring proceedings for infringement thereof together with the full and exclusive benefit thereof; and
  - (b) the right to apply for and obtain or to enable others to apply for and obtain a patent or patents or any other form of protection in respect of the Invention both in the United Kingdom and throughout the world.
2. In pursuance of the agreement referred to in Recital (C) and IN CONSIDERATION of the sum of TWENTY FIVE POUNDS STERLING, receipt of which is hereby confirmed, the Employer Company hereby assigns to the Parent Company all its rights in the Invention including the right to apply for a patent or patents and to exploit the Invention or any patent or other protection obtained in respect thereof TO HOLD the same unto the Parent Company absolutely.
3. Each undersigned Inventor hereby undertakes to the Parent Company that he/she will at the expense of the Parent Company execute all documents and do all such acts and things as the Parent Company may in its absolute discretion consider necessary or desirable to enable Letters Patent or any form of protection to be issued in respect of the Invention in any part or parts of the world and to vest the same in the name of the Parent Company or its nominee free from all encumbrances and to enable or to assist the Parent Company or its nominee to defend oppositions to grant thereof, to maintain the same when granted and to present and prosecute for the infringement thereof.

4. Each undersigned Inventor hereby warrants to the Employer Company and to the Parent Company:

- (a) that he/she has not assigned or agreed to assign to any person firm or company or otherwise encumbered the Invention or any other part of the rights therein and thereto;
- (b) that he/she has not disclosed and will not disclose the Invention to any person firm or company other than the Employer Company or the Parent Company except as directed by the Employer Company or the Parent Company;
- (c) that he/she will give to the Employer Company or the Parent Company all information in his/her possession or in his/her power relating to the Invention and the method of employing or using the same as the Employer Company or the Parent Company shall require;
- (d) that he/she knows of no reason why a valid patent or valid patents relating to the Invention should not be granted either to himself/herself or to his/her successors in title.

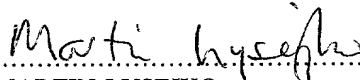
5. IT IS HEREBY CERTIFIED that the transaction effected by this instrument does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Sixty Thousand Pounds Sterling (£60,000).

IN WITNESS thereof the parties have duly executed this document on the date first written above

#### SCHEDULE

The invention is as described in the attached draft specification entitled:- "**TRANSFER OF DATA IN A TELECOMMUNICATIONS SYSTEM**" (Docket Number B75108-GB)

SIGNED by the Inventor:

  
.....  
MARTIN LYSEJKO


Witness

  
.....

SIGNED by the Inventor:

  
.....  
JEREMY LAURENCE COHEN

Witness

  
.....


SIGNED for and on behalf  
of AIRSPAN COMMUNICATIONS LIMITED:

  
.....  
ERIC DONALD STONESTROM  
PRESIDENT & CEO  
AIRSPAN COMMUNICATIONS LIMITED

Witness

  
.....

SIGNED for and on behalf  
of AIRSPAN NETWORKS INC

  
.....  
ERIC DONALD STONESTROM  
PRESIDENT & CEO  
AIRSPAN NETWORKS INC.

Witness

  
.....